



**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION**

BID NUMBER

612106

**COMPUTER SOFTWARE MAINTENANCE
OPENING DATE: 9/22/2011**

BID REQUEST

Buyer No. 04

SUNG YE JACOBS

414-223-8128

**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT**Milwaukee County Courthouse
901 N. 9th Street
Room 308
Milwaukee, Wisconsin 53233

Bid Number 612106

Posting Date: September 1,
2011

Submission Date: 9/22/2011

Note: ALL BIDS/QUOTES/RFPs are to be downloaded from the Milwaukee County website <http://www.milwaukee.gov>**COMMODITY:**

COMPUTER SOFTWARE MAINTENANCE

TIME AND PLACE:

Sealed bids for furnishing the following will be received at the office of the Milwaukee County Procurement Office, 901 N. 9th Street, Room 308, Milwaukee, Wisconsin 53233 until 1:30 P.M. on 9/22/2011. Bids will be opened and read the same day at 2:30 P.M. at the Procurement Division Office.

We agree to furnish the above according to your specifications, at prices hereon and according to conditions on this form.

ONLY CASH DISCOUNTS OF 30 DAYS OR MORE SHALL BE DEDUCTED IN DETERMINING THE LOW BIDDER

Cash discount for payment following acceptance of goods and receipt of invoice _____% _____days.

Delivery shall be made not later than _____ work days after receipt of order. (FOB Destination) (Freight Included)

QUOTES NOT MANUALLY SIGNED SHALL NOT BE ACCEPTED

Please print the following:

Firm Name _____

Address _____

City & State _____ Zip _____

Phone No. _____

Fax No. _____

Name/Title _____

Signature _____ Date _____

Email _____

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SPECIAL INSTRUCTIONS:

COMPUTER SOFTWARE MAINTENANCE

NO PREVIOUS BID

FURNISH THE FOLLOWING TO THE MILWAUKEE COUNTY DEPARTMENT OF
ADMINISTRATIVE SERVICES INFORMATION MANAGEMENT SERVICE DIVISION
VENDOR MUST SUPPLY TWO (2) COMPLETE BID PACKETS OR
BID MAY BE REJECTED.

BID NOTES:

RENEWAL CLAUSE- "SAID CONTRACT WILL BE FOR A TERM OF ONE
YEAR. THE CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL TERM OF
ONE YEAR UNDER THE SAME TERMS AND CONDITIONS UPON THE MUTUAL
CONSENT OF THE COUNTY AND VENDOR, AND AT THE END OF SAID
RENEWAL TERM AND UNDER THE SAME CIRCUMSTANCES, THE OPTION TO
RENEW FOR ANOTHER YEAR TERM THEREAFTER MAY BE EXERCISED."

HOWEVER, 90 DAYS PRIOR TO THE EXPIRATION OF THE YEARLY TERM,
THE VENDOR IS TO SEND A LETTER TO THE PROCUREMENT
DIVISION STATING A WILLINGNESS TO RENEW.

Award will be made to the lowest qualified, responsive, responsible bidder as defined in chapter 32.20 of the Milwaukee County ordinances.

Cooperative Purchase

Would you be willing to extend the pricing from any contract that may result from this quote to other V.A.L.U.E. members of local government entities in the southeastern Wisconsin area?

Yes _____ No _____

Please be advised that the award of this quote by Milwaukee County is NOT contingent upon your agreement to the above request. If, however, you agree to extend to any other agencies, each agency will be responsible for issuing and administering its own contract and resulting purchase order.

Code of Ethics

No person(s) with a personal financial interest in the approval or denial of a contract being considered by a county department or with an agency funded and regulated by a county department, may make a campaign contribution to any county official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a county department or to an agency until the contract has reached final

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disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.15 unless an acceptance by an elected official would conflict with this section.

Non-Collusion Statement

By signing on this document, vendor/contractor certifies that quote has been made without any connection with any other vendor/contractor and is in all respects fair and without collusion or fraud, and it is made with the understanding that no elected officer or any employee of Milwaukee County is interested therein, directly or indirectly unless otherwise stated.

Insurance Requirements**Indemnity**

Except for acts done or taken at the direction of or pursuant to county policy or procedures, the contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the county, and its agents officers and employees, from all loss or expense including costs and attorney's fees by reason of statutory benefits under workers compensation laws, and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the contractor, or it's (their) agents which may arise out of or are connected with the activities covered by this agreement.

Insurance

Contractor agrees to provide evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for workers compensation claims as required by the state of Wisconsin, including employers liability, and business insurance covering general liability and automobile coverage in the following minimum amounts:

Workers Compensation (WI) or statutory proof of all states coverage

Employers liability \$100,000/\$500,000/\$100,000

Comprehensive General Liability

Bodily injury and property damage \$1,000,000 per occurrence

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(incl. personal injury, fire, legal & contractual & products/\$1,000,000 general aggregate completed operations)

Automobile Liability

All autos and/or non-owned

Bodily injury & property damage \$1,000,000 per accident

County shall be named as additional insured, as its interests may appear, and be afforded a thirty (30) day written notice of cancellation or non-renewal. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this agreement. Coverages shall be placed with an insurance company approved by the state of Wisconsin and rated "A" per Best's key rating guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to county, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the county for approval prior to the commencement of activities under this agreement.

Certificate of Insurance is to be sent to the Milwaukee County Procurement Division, 901 N. 9th Street, Milwaukee, WI 53233

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**176 MILW COUNTY DEPT. ADMIN SVCS INFORMATION MANAGEMENT SRV DIV CITY CAMPUS, 7TH FLOOR 2711 W. WELLS
ST MILWAUKEE, WI 53208**

001 M692067 U/M EACH REQUISITION #: RX11600000038533

QTY: COMPUTER SOFTWARE MAINTENANCE

100MG OR GREATER

**FIBER OPTIC CONNECTION TO 901 N. 9TH STREET (MILWAUKEE COUNTY
COURTHOUSE)**

DNS SERVICES INCLUDING REVERSE DNS (DOMAIN NAME SERVICES)

ROUTE MILWAUKEE COUNTY ADDRESS SPACE (BGP-BORDER GATEWAY PROTOCOL)

PROVIDE A SERVICE THAT WILL NOT USE TIME WARNER AS A PROVIDER

(MILWAUKEE COUNTY USES TIME WARNER AND IS SEEKING A DIVERSE ROUTE)

\$ _____ EACH

GENERAL DIRECTIONS FOR BIDDING

1. **How to Bid**

All Bids shall be submitted on the official form furnished by the *Procurement Division* and Identified with the firm name and manually signed. Unsigned bids shall not be considered. If this form does not provide sufficient space, bidders shall attach a sheet supplying the additional information. This sheet shall also be signed as required above to properly identify attachments.

2. **How to Amend a Bid Before Due Date and Time**

After a bid had been filed at the *Office of the Procurement Division* and the bidder desires to amend this bid, he may do so before the due date and time by filing an amendment fully identified with the original bid submitted by number, commodity and opening date. All of the conditions and provisions of the Invitation to Bid shall be in effect. ***This must be submitted before the date and time for receipt of bid*** as set forth in the Invitation to Bid. ***No bids or amendments shall be accepted after the bid opening date and time specified.***

TERMS AND CONDITIONS OF BID

1. **Award**

The Purchasing Administrator reserves the right to award a separate contract for each item unless otherwise specified in the bid; any group of items, or all items; or to reject any or all bids or any portion of any or all bids when, in the opinion of the *Purchasing Administrator*, the best interests of the County will be served thereby.

2. **Tie bids**

If there are tie bids, award shall be made in accordance with tie bid provisions as outlined in Chapter 32 of the Milwaukee County General Ordinances.

3. **Changes in Specifications not permitted**

Do not change any of the terms of the specifications. Such changes shall constitute a counter offer. Any bids received with such changes shall be rejected.

4. **Execution of Contract**

Success bidder agrees to enter into contract with Milwaukee County and, when required, to furnish a performance bond of surety company authorized to do business within the State of Wisconsin in the amount specified on the Invitation to Bid, and to complete the affixing thereon of the necessary signatures of contractor and surety and return to the *Procurement Division* within fifteen working days of written request to do so.

5. **Delays in delivery**

Delays in delivery caused by bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delay deemed by the Purchasing Administrator to be clearly and unequivocally beyond the contractor's control, shall be recognized by the County. The vendor may be relieved of meeting delivery time specified, if vendor files with the *Purchasing Administrator* a request for extension of time, signed by a responsible official, giving in detail all the essential circumstances which, upon verification by the Purchasing Administrator, justifies such extension.

6. **Patents**

This order is given upon the condition that Milwaukee County is protected by the vendor against all liability, loss or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise hereby ordered, or any part thereof.

7. **Non-Discrimination**

The contractor, lessee, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, handicap, which shall include, but not limited to: recruitment or recruitment advertising; employment; upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 – Non Discriminatory Contracts.

8. **Delivery terms**

Bids shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by you.

9. **Taxes**

Milwaukee County is exempt from Federal Excise Tax and Wisconsin State Sales Tax. Bids should be submitted without such taxes.

10. **Code of Ethics**

Milwaukee County code of Ethics states in part, "No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer or employee or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees' vote, official action or judgment would be influenced thereby."

11. **New and Unused**

Bids not meeting the minimum requirements specified shall be rejected. All merchandise shall be new and unused unless specified in the specifications.

12. **Funding**

If funds are not appropriated for payment of the contract, Milwaukee County may terminate contract at the end of any fiscal year upon 30 days written notice without any early termination penalties, charges, fees or costs of any kind to Milwaukee County.

13. **Retention of Records**

Contractor agrees to retain all records related to this contract for a period of at least three years from final date of payment under this contract.

14. **Audit of Records**

Contractor shall permit the authorized representatives of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of contractor related to carrying out the contract for a period of up to three years after completion of the contract. If subcontractors and/or associates are utilized, prime contractor shall have a written contractual agreement with County approved subcontractors and/or associates which bind the subcontractor to the same audit contract terms and conditions as the prime contractor.

SECTION 32.20

(14) Computation of time limits expressed in hours or days shall exclude Saturdays, Sundays, and legal holidays.

32.26 PROTEST AND APPEAL PROCEDURE.

Protests to any sealed bid procurement or award recommended by the Purchasing Administrator may be made by any bidder and/or using department head as follows:

(1) Prior to Bid Opening:

- (a) Protests to form and content of bid documents shall be received by the Purchasing Administrator not less than five days prior to the time scheduled for bid opening. A protest shall be in writing and state the reason for it.
- (b) The Purchasing Administrator shall review protests and if modification is necessary, the bid opening date shall be extended and addenda containing the changes shall be sent to each bidder. If modification is rejected, the protestor shall be notified. The decision of the Purchasing Administrator is final.

(2) After Bid Opening:

- (a) Protests concerning irregularities on sealed bid opening procedures or compliance by bidders with bid documents shall be received by the Purchasing Administrator within 72 hours after time of bid opening
- (b) When a sealed bid is to be awarded to other than low bidder, all bidders shall be notified in writing by certified mail, return receipt requested, or by fax machine transmission, of the proposed award. Protests to the award must be delivered to the Purchasing Administrator within 72 hours after receipt of notice. The Purchasing Administrator's copy of the fax transmission cover sheet, or the department's fax log, shall be conclusive proof of the time and date of receipt by a bidder.
- (c) A Protest under either (a) or (b) must be in writing and state the reason for it. The Purchasing Administrator shall review the protest and notify the protestor of a decision in writing by certified mail or by fax machine transmission, return receipt requested within five days. No contract shall be awarded while protest is pending. A protest, which is untimely, fails to state the reason for it or should have been made prior to bid opening, is invalid. The decision of the Purchasing Administrator disqualifying the protest for these reasons is final and cannot be appealed.

(3) Appeals to Purchasing Standardization Committee

- (a) Protests from decision of the Purchasing Administrator shall be made to the Purchasing Standardization Committee by delivering a written request for appeal hearing both to the Procurement Division and the Purchasing Standardization Committee within 72 hours after receipt of the Purchasing administrator's decision.
- (b) The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until final disposition of the protest.
- (c) The Chairman of the Purchasing Standardization Committee shall notify all interested persons of the time and place of the hearing.
- (d) The Purchasing Standardization Committee shall affirm, reverse or modify the decision of the Purchasing Administrator and its decision shall be final.

**Written appeals to the
Purchasing Standardization Committee
Shall be addressed as follow:**

**Purchasing Standardization Committee
C/O Milwaukee County Procurement Division
Milwaukee County Courthouse –Room 308
901 N. 9th Street
Milwaukee, WI 53233**